



DEFENSE LOGISTICS AGENCY
DEFENSE NATIONAL STOCKPILE CENTER
8725 JOHN J. KINGMAN ROAD, SUITE 3229
FT. BELVOIR, VIRGINIA 22060-6223

IN REPLY
REFER TO

July 12, 2002

AMENDMENT NO. 006
TO
SOLICITATION FOR OFFERS
FOR
MICA SPLITTINGS
UNDER
DLA-MICA-003

Amendments 1 through 5 are hereby deleted in their entirety for the above referenced solicitation for the sale of mica splittings. The above solicitation is hereby amended as follows:

1. Section A, Subsection A.1 Introduction (JAN 95)

Delete subparagraph a. in its entirety and substitute with the following:

- a. The Defense Logistics Agency (DLA), Defense National Stockpile Center (DNSC) has received authority to sell 8.5 million pounds of mica splittings for fiscal year 2002. The next offering will be held on **Wednesday, July 31, 2002 at 2:00 p.m.** local time, Ft. Belvoir, VA. Offers must be received at the address in Section B.2.a. by 2:00 p.m., local time, Ft. Belvoir, VA. In the event that DNSC is closed at that time, offers for that day will be received at 2:00 p.m. local time, Ft. Belvoir, VA on the next DNSC business day.

2. Insert as Subsection A.3 Financial Exposure Limit (MAR 02)

- a. The Government will establish a financial exposure limit (maximum level of business the Government will allow) for each Offeror. The financial exposure limit shall be determined based upon the following:
 1. Financial Position of the Offeror
 2. Past performance
 3. References (Suppliers, Financial Institutions)
 4. Credit reports
- b. If the Contractor reaches its financial exposure limit, subsequent sales will cease until such time that the Contractor satisfactorily performs existing contracts or the Government increases the exposure limit.

3. Section A, Subsection A.4 Foreign Trade Statistics Regulations (JUN 01)

- a. The Contractor shall determine any export license requirements, obtain any export license or other official authorization required for export, and carry out any U.S. Customs formalities for the export of any material awarded under this Solicitation.
- b. The Contractor shall comply with United States Bureau of Export Administration Foreign Trade Statistics and Export Administration Regulations as set forth in 15 CFR Parts 30 and 732 (as amended by 65 FR 42556-42575, July 10, 2000 or any subsequent rule making).
- c. If the Contractor is not a United States domestic entity or does not have a physical presence in the United States, and the material is to be exported, the Contractor shall either --
 - 1. Engage a United States forwarding agent or other agent in accordance with 15 CFR 30.4(a) and (c); or
 - 2. Engage a United States Order Party, in accordance with 15 CFR 30.4(a)(1)(iii), to conduct all negotiations, correspondence, and arrangements for sale, and to arrange for export of the material purchased.
- d. The Defense National Stockpile Center shall not be named as the United States Principal Party in Interest and will not execute the Shipper's Export Declaration required by the Foreign Trade Statistics regulations.

4. Change the date at Subsection B.1 Submittals to (MAR 02) and insert the following paragraphs:

- g. Offerors must submit copies of the most recent income statement and balance sheet for the company and any other documentation that will validate the level of business transactions and financial condition of the firm (e.g., a list of references).
- h. Offerors shall submit financial documentation to the following address/facsimile number:

Defense National Stockpile Center
Attn: Mica Splittings Contract Specialist/Officer, DNSC-C
8725 John J. Kingman Road, Suite 3229
Fort Belvoir, VA 22060-6223
FAX: (703) 767-5484

5. Section B, Subsection B.10, Responsibility Determination (JUN 95)

Delete paragraph B.10 in its entirety and substitute with the following:

B.10 Responsibility Determination (MAR 02)

- a. No award shall be made unless the Contracting Officer makes an affirmative determination of responsibility.
- b. To be determined responsible and eligible for an award, Offerors shall have adequate financial resources, a satisfactory performance record with DNSC, and a satisfactory record of integrity and ethics. For example, an Offeror may be determined to be non-responsible and therefore ineligible for award if there is a record of poor payment (E.g. checks returned for insufficient funds) or poor performance (e.g., failure to pay for or remove material on time). In addition to looking at past performance, DNSC will also review the current Dun & Bradstreet report and any other credit reports.

6. Section G, Subsection G.2 Title (OCT 01)

Delete this paragraph in its entirety and substitute the following:

G.2 Title (OCT 01)

Title to the material shall pass to the Contractor upon payment or shipment of material, which ever comes first.

7. Section G, Subsection G.3 Risk of Loss (MAR 02)

G.3 Risk of Loss (MAR 02)

- a. Prior to payment or shipment of material, the Government shall be responsible only for the exercise of reasonable care for the protection of the material.
- b. After payment or shipment of material, all risk of loss, damage or destruction from any cause whatsoever, shall be borne by the Contractor.

8. Section I, Submittal I.2 Item Offer Page

Delete submittal I.2 Item Offer Page, and substitute the attached **I.2 Item Offer Page DLA-MICA-003 (JUL 2002)**.

Offerors shall acknowledge receipt of this Amendment by signing in the space provided below and returning this form along with their offer to:

ATTN: DNSC-R/Bid Custodian
Defense National Stockpile Center
8725 John J. Kingman Road, Suite 3229
Fort Belvoir, VA 22060-6223
Facsimile No. (703) 767-5541

Failure to acknowledge receipt of this Amendment may result in the Offeror being ineligible for award.

NAME OF FIRM: _____

ADDRESS: _____

BY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

The minimum offer quantity for muscovite splittings will be 5,000 lbs. (or entire net weight if less than 5,000 lbs.)

The minimum offer quantity for phlogopite splittings will be 2,000 lbs. (or entire net weight if less than 2,000 lbs.)

<u>Item #</u>	<u>Depot</u>	<u>Size</u>	<u>Quality</u>	<u>Form</u>	<u>Origin</u>	<u>Code</u>	<u>Net Weight (Pounds)</u>	<u>Offer Pounds</u>	<u>Unit Price/Lb.</u>	<u>Total Price</u>
<u>MUSCOVITE SPLITTINGS</u>										
2	Binghamton	4	First	Book Form	India	4330	276,709.34	_____	_____	_____
5	Somerville	4	First	Book Form	India	4330	102,905	_____	_____	_____
16	Scotia	5.5	First	Loose Dusted	India	4395	548,610	_____	_____	_____
	New Haven	5.5	First	Loose Dusted	India	4395	793,298	_____	_____	_____
19	Binghamton	6	First	Loose Packed	India	4430	457,669	_____	_____	_____
20	Scotia	6	First	Loose Packed	India	4430	32,862	_____	_____	_____
22	Binghamton	6	First	Loose Packed	India	4460	2,112,476.69	_____	_____	_____
23	Somerville	6	First	Loose Packed	India	4460	368,094	_____	_____	_____
45	Somerville	6		WATER DAMAGED		4460	1,375	1375	_____	_____

Company: _____

Name: _____

Title: _____

Signature: _____

PHLOGOPITE SPLITTINGS

<u>Item #</u>	<u>Depot</u>	<u>Size</u>	<u>Heat</u>	<u>Form</u>	<u>Origin</u>	<u>Code</u>	<u>Net Weight (Pounds)</u>	<u>Offer Pounds</u>	<u>Unit Price/Lb.</u>	<u>Total Price</u>
29	Somerville	5		Book Form	Mexico	6330	637	637		
32	Somerville	5	High	Loose Dusted	Madagascar	5146	661	661		
34	New Haven	5	Regular	Loose Packed	Madagascar	5140	130,910			
36	Somerville	5	Regular	Loose Dusted	Madagascar	5141	1,593	1,593		
37	New Haven	5		Loose Packed	Mexico	6335	23,628			
38	Somerville	5		Loose Packed	Mexico	6335	19,329			
39	Somerville	6	High	Loose Packed	Madagascar	5175	42,194			
40	New Haven	6	High	Loose Packed	Madagascar	5175	70,781			
42	Somerville	5 + 6		Loose Packed	Mexico	6345	282	282		
43	Somerville	6		Loose Packed	Mexico	6350	152	152		

Company: _____

Name: _____

Title: _____

Signature: _____